GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Animal Husbandry, Dairy Development & Fisheries Department – Animal Husbandry Department – Permission to float tenders in e-procurement portal for selection of agency for supply of Disease Diagnostic Kits – Approval of draft tender document along with terms and conditions and specifications of items – Accorded – Orders –Issued.

ANIMAL HUSBANDRY, DAIRY DEVELOPMENT & FISHERIES (AH.III) DEPARTMENT

G.O.RT.No. 47 Dated: 07-02-2025

Read the following:

From the Director, AH, Lr.Roc.No.AHF02-SCH/83/2022-EPID SEC-DAH, Dt.17.12.2024.

****

ORDER:-

In the circumstances reported by the Director, Animal Husbandry Department, A.P., Vijayawada in the reference read above, Government after careful examination of the matter, hereby accord permission to the Director, Animal Husbandry to float tenders in e-procurement portal for selection of agency for supply of Disease Diagnostic Kits to field veterinary institutions.

2. Government, also hereby approves the tender document along with terms and conditions and specifications of items as per new guidelines without reverse tendering system and annexed to this order.

3. The Director, Animal Husbandry shall take further action in the matter and the expenditure shall be met from the funds to be released under procurement of vaccination accessories component of ASCAD SNA SPARSH 2024-25 budget, a centrally sponsored scheme of LH&DCP with 60% central share and 40% state share.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

B.RAJSEKHAR, IAS
SPECIAL CHIEF SECRETARY TO GOVERNMENT (FAC)

To
The Director, Animal Husbandry Department,
A.P. Vijayawada

//FORWARDED : : BY ORDER//

SECTION OFFICER

Annexure to G.O.Rt.No.47 AHDD&F (AH.III) Dept., dated 07.02.2025

REQUESTFORPROPOSAL

SELECTIONOFAGENCY FOR SUPPLY OF DISEASE DIAGNOSTIC KITS (27 ITEMS)FOR ANIMAL HUSBANDRY DEPARTMENT, ANDHRAPRADESH

December 2024

GOVERNMENTOFAN

DHRAPRADESHANI

MAL HUSBANDRY

DEPARTMENTLABBI

PET, VIJAYAWADA-

520010

Ph:08662492542

Mail:ap.ahdir@gmail.com

Table of Contents

Section	Description	Page No
I	**Letter of Invitation**	7
II	**Instructions to Applicants**	10
III	**Data Sheet**	16
IV	**Preparation, Submission and Evaluation of Proposals**	20
V	**Terms of Reference**	27
VI	**Formats for Proposal Submission (Annexure)**	32

The below schedule is tentative. The Director of Animal Husbandry, AP reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

TenderNoticeNo:	AHF02-SCH/83/2022-EPID SEC-DAH
RFPIssue/ StartDate	__/__/2024
Pre-Bidconferencedate/time/venue	__/__/2024; 16:00 Hrs, to be Conducted online through Google meet / Zoom. (Interested bidders shall send the request for participation through e-mail on or before __/__/2024; 14:00 Hrs
Lastdate/timeforclarification	__/__/2024; 16:00 Hrs
DuedateforReceiptofProposals/Bids(ProposalSubmission Date orBid Due Date)	16:00 Hrs (IST) on __/__/2024 Online submission. 16:00 Hrs (IST) on __/__/2024 Original Hardcopy submission.
DateandTimeofOpeningBids(Technical)	16:30 Hrs (IST) on __/__/2024
OpeningofFinancialProposal/bids	16:30 Hrs (IST) on __/__/2024

Anyaddendum/corrigendumtotheRFPDocumentshallbeintimidatedtoalltheApplicants/BiddersthroughE-Procurementplatformonly.

1. The dates scheduled for RECEIPT and OPENING of tenders are fixed and shall not be changed under any circumstances. However, the Director of Animal Husbandry, AP (the **"Authority"**) reserves the right of postponement of the date of opening of Tenders or date of opening of financial bids in the event of any unforeseen reasons. The Authority

reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. The Authority shall not be responsible for any non-receipt of tenders or late uploading of tenders online for any reason, whatsoever.

3. Failure to fill and sign the declaration and checklist shall make tender invalid.
4. Interested bidders may obtain further information about this requirement from the office of the Director of Animal Husbandry; AP.RFP Documents can be downloaded online by paying the transaction fee by the participating bidders electronically at **https://tender.apeprocurement.gov.in**. The transaction fee is Non-Refundable.

5. All prospective bidders may attend the Pre-Bid meeting. The date and time are indicated inScheduleofEventsasinscheduleoftenderprocessabove.Thequeriesfor clarification shall be sent to **ap.ahdir@gmail.com** (Email ID) which must be received by the Authority by last date/time clarification as mentioned in the schedule of events. Queries received after due date and time shall not be considered. The Virtual Pre bid meeting link will be sent through reply via e-mail.

6. The Proposals shall be filled in English and all entries must be typed / written in blue/black ink. Initials of the Authorized representative of the Bidder must attest all erasures and alterations made while filing the proposal. Modification of the Proposal/bid is not permitted after the BDD. Failure to comply with any of the second it ions may render the Proposal invalid.

7. The Authority shall not be responsible for any costs or expenses incurred by the bidder (s) in connection with the preparation and delivery of Proposals, including costs and expenses related to transport etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement / Bid Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and with out accepting any liability for the same.

8. The Proposal / bid shall be valid for a period of not less than 180 days from the Bid Due Date (the"BDD"). In exceptional circumstances, prior to

the expiry of the original proposal validity period, the authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, bidder will not be permitted to modify their submitted bids after the BDD.

9. It is clarified that bids are to be submitted as per the procedure prescribed in the RFP on E-Procurement platform of APTS. The bidders are advised to consult APTS authorities for any technical / procedural issues while submitting the bids and the bid inviting Authority will not be held responsible for any such technical / procedural issues while submitting the bid.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

a. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

b. A reference to any gender includes the other gender;

c. A reference to any agreement is a reference to that agreement and all annexures, Attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

d. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;

e. Any reference to a person shall include such persons, successors and assignees;

f. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form;

g. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

h. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,

i. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.

j. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

DISCLAIMER

1. Theinformationcontainedinthisdocument(**"RFP/TenderDocument"**)orsubsequentlyprovidedtoBidders(Applicants/Bidders),whetherverballyorindocumentaryoranyotherform by or on behalf of Department of Animal Husbandry (herein after referred to as **"Authority"**) or any of its employees, representatives, advisors or Consultants is provided to Bidder(s) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

2. This Tender document is neither an agreement nor an offer by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this tender document.

3. This document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Request for Proposal for Selection of Agency for Supply of Disease Diagnostic Kits (27 No.s Items) for Animal Husbandry Department, Andhra Pradesh by the selected Bidder / Agency selected through acompetitivebiddingprocess.ThepurposeofthistenderistoprovidetheBidder(s)withinformationthatmaybeusefulto them in the formulation of their bids (including Price Bids) (the **"Bids"**) pursuant to this tender document and for no other purpose.

4. This document may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and particular needs of each party whoreadsorusesthisdocument.Theassumptions,assessments,statementsandinformationcontained inthisdocument,maynotbecomplete,accurate,adequateorcorrect.EachBiddershould,therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender document and obtain in dependent advice from appropriate sources. Information provided in this tender document to the Bidders may be on a wide range of matters, some of which may

depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. The Authority and its employees/ officers/ advisors/ consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules irregulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages,costorexpensewhichmayarisefromorbeincurredorsufferedonacc ountofanythingcontainedin this tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way in this Selection Process /Tender Process (here in after defined).
6. The possession or use of this tender document in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this document shall be construed as legal, financial or tax advice.

7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements and information contained in this tender document.

8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this document.

9. The issue of this tender document does not imply that Authority is bound to select a Bidder or to award work to the Selected Bidder, as the case may be, for the subject assignment and the Authority reserves the right to reject all or any of the Proposal swith out as signing any reasons whatsoever.

10. Laws of the Republic of India are applicable to this Tender document.

1. LETTEROFINVITATION

To,

Whom so ever it may Concern-

The Director of Animal Husbandry, AP ("**DAH**" or "**Authority**") intends to Select an Agency for Supply of Disease Diagnostic Kits (27 No. s items) for Animal Husbandry Department, Andhra Pradesh.

These kits (27 No. s items) are required to be supplied at Divisional Headquarters (45 locations approx.) in the state. The broad scope of the Agency and the details of the services required to be provided by the Selected Applicant are given in Terms of Reference (ToR) Section 5 of this document (hereinafter referred to as the "**Assignment**").

1.1 Proposal submissions must be received no later than the Bid Due Date specified in the **"Schedule of Tender Process"** in the manner specified in the RFP Document.

1.2 The Original Hard Copies shall also be submitted on or before the due date specified at the address given below clearly mentioning the name of the assignment and the item for which they are intending to bid for.

"SELECTION OF AGENCY FOR SUPPLY OF DISEASE DIAGNOSTIC KITS(27 ITEMS)FOR ANIMAL HUSBANDRY DEPARTMENT, ANDHRA PRADESH"

To

DIRECTOROFANIMALHUSBANDRYL
ABBIPET, VIJAYAWADA-
520010ANDHRAPRADESH

1.3 This RFP has following sections*:

Section –1	Letter of Invitation
Section –2	Instructions to Applicants
Section –3	Data Sheet
Section –4	Preparation, Submission and Evaluation of Proposals
Section –5	Terms of Reference
Section –6	Formats for Proposal Submission (Annexures)

1.4 The Agency for providing its services for the said Assignment will be selected on the basis of the lowest quote (L1) method (for the item specified) .The Financial Proposals (Price Proposals) of only those Applicants, who qualify the eligibility (technical & financial capability) criteria as mentioned in this RFP shall be processed further.

1.5 The Proposals shall be filled in English and all entries must be typed and written in blue/blackink. Initials of the Authorized representative (Power of Attorney) of the Applicant must attest all erasures and alterations made while filling the Proposal. Failure to comply with any of these conditions may render the Proposal invalid.

1.6 The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to transport, postage, survey etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement/tender process and/or requirements of proposals stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.

1.7 The Proposal shall be valid for a period of not less than one hundred and eighty (180) days from the Bid Due Date (the "**BDD**"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the Applicants to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Applicants will not be permitted to modify their submitted proposals.

Date:__-__-2024

For The Director of Animal Husbandry, AP.

2. INSTRUCTIONSTOAPPLICANTS

2.1 The Authority has adopted a Single-stage Two-Part process (here in after referred to as the" **Selection Process**/ **Tender Process**") for selection of Agency(s), for award of the Assignment. The Proposal submission is envisaged in two parts - Technical Proposal and Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP ("**Applicants**"). The Technical Proposals to be submitted by Applicantsshallcompriseoftechnicalandfinancialcapabilitydocumentsand otherrequisitedocuments/clarifications as per the terms of this RFP. The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall be opened for further processing. Tenders have to be submitted ONLINE in two parts in the prescribed proforma i.e., Technical Bid Part. I and Financial Bid Part II

2.2 ApplicantsareencouragedtoinformthemselvesfullyabouttheAssignmenta ndthelocalconditionsbefore submitting their Proposals.

2.3 Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Assignment are specified in this Tender Document. In case, a Bidder possesses the requisite experience and capabilities required for undertaking the Assignment, it is invited to participate in the Selection Process either individually or as a consortium of entities (the "**Consortium**"), where it is to be noted that the Bidders bidding individually cannot be a member of a Consortium or vice versa. Similarly, a Bidder who is a member of a Consortium cannot be part of another Consortium. The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company or Consortium owning the eligible Assignment, a minimum of 26% (twenty-six per cent) equity during the entire assignment duration for which eligible experience is being claimed. In the case of a Consortium, any of the members of the Consortium must have the mentioned / required experience as stipulated in this Tender Document and such member shall hold an equity not less than 26% in the Consortium at all times during the Agreement Period / Assignment Period. The experience/qualifications of the parent/subsidiary company of any of the consortium members will not be considered. Number of members in a consortium shall not be more than two (2) entities.

2.4 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.

2.5 No Applicant or its Associate shall submit more than one Proposal for the Assignment.

2.6 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.7 The Authority reserves the right to terminate an Applicant (s) participation in the Tender Process at any time, should the Authority consider that an Applicant has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.

2.8 Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6 duly authorizing the signatory of the Proposal to commit and bind the Applicant.

2.9 It shall be deemed that by submitting the Proposal, the Applicant has:

a. Made a complete and careful examination of the RFP;
b. Received all relevant information requested from the Authority;
c. Accepted the risk of in adequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in the RFP;
d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
e. acknowledged that it does not have a Conflict of Interest;
f. agreed to be bound by the undertaking and all other documents provided by it under and in terms here of; And
g. Satisfied itself about the assignment conditions and made a complete and careful examination of the same.

2.10 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.11 The Proposal of an Applicant shall be liable for disqualification in the event of the following:

a. If the Applicant refuses to accept the correction of errors in its Proposal, (or)

b. atanytime,amisrepresentationismadeoruncoveredorasuppressedfactisuncovered,(or)

c. theApplicantdoesnotprovide,withinthetimespecifiedbytheAuthority, thesupplemental information sought by the Authority for evaluation of the Proposal or does not respond to any queries raised by the Authority, (or)

d. if the applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority.

e. If the Applicant submits multiple proposals for the subject Assignment.

2.12 QUERIES AND CLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have any queries related to the RFP or on the proposed Assignment, they may submit such queries to the Authority in writing or e-mail to **ap.ahdir@gmail.com** or before the Clarification(s) due date specified in the **"Data Sheet / Schedule of Tender"**. Clarifications for all such queries receivedwouldbeprovidedbytheAuthorityatleastfour(4)workingdaysbeforethebid due date/time of Bid submission date. All such queries received and clarifications provided by the Authority shall beinformedbyuploadingonhttps://tender.apeprocurement.gov.inmentioningasAddendum/Corrigendum for the subject title of the RFP without

identifying the names of the Bidders. Bidders are requested to keep themselves updated on the same and the Authority takes no responsibility on any claims of non-information.

2.13 AMENDMENTTO RFP

a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum /Corrigendum.
b. In order to provide the Bidders with reasonable time for taking an amendment into account, or for any other reason, Authority may, in its solediscretion, extend the BDD.
c. The above changes &amendments, if any, will be notified on https://tender.apeprocurement.gov.infortheAssignment.

2.14 CONFLICTOFINTEREST

a. The Authority requires that the Bidders provide professional, objective, and impartial advice and at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder(s) shall notacceptorengageinanyassignmentthatwouldbeinconflictwithitsprioro rcurrentobligations to other Authority(s), or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

b. A Bidder shall no thave a conflict of interest that may affect the Selection Process (the "**Conflict of Interest**").Any Bidder found to have a Conflict of Interest shall be disqualified.

c. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

   i. A constituent of such Bidder is also a constituent of another Bidder;(or)
   ii. such Bidder or its Associate receives or has received any direct

or indirect subsidy or grant from any other Bidder or its Associate;(or)

iii. such Bidder has the same legal representative for purposes of this Application as any other Bidder;(or)

iv. if a Bidder is engaged by the Authority to provide goods or works or services and if the Associate(s) of such firm is engaged for providing services for the same project and vice versa.

d. if a Bidder submits multiple Bids either individually or as a member of any Consortium and vice versa.

2.15 MODIFICATIONS/SUBSTITUTION/ WITHDRAWALOFPROPOSALS

2.15.1 The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the BDD. No Proposal shall be modified, substituted or with drawn by the Applicant on or after the BDD.

2.15.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority shall be disregarded.

2.16 REJECTION OF PROPOSALS

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals and to annul the Tender Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals here under or may take such other steps as it may deem fit in its sole discretion as per applicable aws without being liable for the same in any manner.

2.16.2 The Authority reserves the right not to proceed with the Tender Process at any time, without notice or liability, and to reject any Proposals without assigning any reasons and without being liable for the same in any manner.

3. DATA SHEET

Sl No	Key Information	Details
RFP Details		
1.	**Project/Assignment**	**"Selection of Agency for Supply of Disease Diagnostic Kits**(27 Items) **for Animal Husbandry Department, Andhra Pradesh"**
2.	**Authority**	Director of Animal Husbandry(DAH).
3.	**Assignment / Supply locations**	**To the Divisional Headquarters (45 locations approx.) in the state of AP.**
Proposal Conditions and E valuation		
4.	**Proposal Validity**	The Proposal shall be unconditional, firm and irrevocable and shall bevalid for a period of 180 (one hundred and eighty) days from the Bid Due Date(BDD)
5.	**Minimum Eligibility Criteria**	The applicant must meet all the following minimum eligibility criteria. • **Experience:** • The Bidder shall be a Manufacturer or Authorized Agency i.e., distributor or dealer. • The OEM must be Made in India and have been registered and operating in India from past 5 years continuously. • The OEM of the product should have supplied minimum of 50% of the required bid quantity for Items (as mentioned in cl 4.7 of this document) in India during the last 5 years preceding the BDD. • The OEM should submit documentary proof of the past performance (Satisfactory performance certificate from the user/buyer) along with the contact numbers of the buyers • Submission of same invoices of OEM by different bidders will not be allowed**.** • Bidders quoting as Authorized Agency i.e.,

		distributors/dealers of the manufacturer (OEM) will be considered provided the Bidder furnishes Authorization from the OEM to participate in this tender Specifically quoting the tender reference number in the Authorization Letter as per Annexure 9. Inadequate/non-submission of the same shall disqualify the bid. • Annual Capacity Certification of OEM by any Govt agency/Chartered engineer establishing a capacity of not less than 100% of the bid quantity to be submitted. • OEM should be registered and operating in India from past 5 years continuously and should have a Minimum Average Annual turnover of Rs. 3,81,16,000/- from relevant business in the last three years preceding the Bid due date. • Bidder (in case bidder is not an OEM) should have a Minimum Average Annual turnover of Rs. 1,90,58,000/- in the last three years preceding the Bid due date. • Audited CA certificate of OEM & Bidder stating the turnover shall be submitted. (If the bidder is not an OEM, then it's the responsibility of bidder to submit all the above documents of OEM including CA certificate) along with DIN number of CA. • Exemption for MSME & startups towards Turnover & EMD in case of bidder is Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments as per Rule 173 of General Financial Rules (GFRs) 2017 vide Memorandum No. F.9/4/2020-PPD, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division. • Government of Andhra Pradesh through GO. Ms. No.352 of AHDD&F dated: 22.11.2000 has prohibited the family members of the

		employees of Andhra Pradesh Animal Husbandry Department from participating in the tender. To this effect, bidder should submit the declaration on Rs. 100 non-Judicial stamp paper duly attested by authorized notary. The tender will be rejected, in case of failure to enclose the declaration. However, the firms eligible and opting for the above exemption shall submit Bid Security Declaration and should submit along with the Bid Documents.
6	**Proposal Evaluation**	• Financial Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and under taken. Applicants not meeting the minimum eligibility criteria redeemed to bedis qualified from further evaluation process. It is to be noted that the participating agency shall quote for all the items mandatorily. • Financial Evaluation: Price bids of qualified applicants will only be opened. The Financial Bid would be assessed on the basis of the **least/lowestquote–L1**quoted(for each item specified) by an Applicant.
7	**Criteria for selection of Agency (Proposal Parameter)**	• Criteria for selection of Agency(s) would be the least / lowest quote(L1) below the IBM value (for each item) as quoted by the applicant for the execution of the assignment upon the eligibility qualification.
8	**EMD & Processingfee**	• It is mandatory for all the participating bidders to pay are fundable EMD Rs. 1,90,580/- (in terms of INR) drawn from any Nationalized / Scheduled bank in favor of "Director, Animal Husbandry'' Vijayawada by way of DD/BG `payable at Vijayawada. • The EMD shall be valid for 30 days beyond the Bid Validity period. • It is mandatory for all the participating bidders to pay a Non-refundable Processing fee of

		Rs.10,000/- drawn from any Nationalized / Scheduled bank in favor of "Director of Animal Husbandry" AP, by way of DD payable at Vijayawada.
9	**Performance Security**	• The performance security of 2.5% of the Final Bid value (in terms of INR) to be paid by the Selected / Successful Bidder as per T&C of this RFP. • The Selected Bidder for this assignment shall furnish the samewithin15 days from the data of receipt of Letter of award.
Proposal Submissions		
10	**Online Submission**	• The bidder shall submit his response through bid submission tothetenderone-procurementplatformat**https://tender.apeprocurement.gov.in**. No offline bids shall been tertained by the Tender Inviting Authority
11	**Technical Proposal for Eligibility Qualification**	• DD/BG towards EMD and DD towards Processing fee • Signed RFP Document • Checklist of Submissions ~ Annexure 1 • CoveringLetter~Annexure2 • Similar Experience towards minimum eligibility (For both OEM & Bidder as applicable)~Annexure3 (All documents as mentioned inS.No.5ofDataSheet) • GST registration certificate and Pan card & any other certifications required under eligibility criteria ~ Annexure 4 • Financial Experience towardsminimumeligibility~Annexure5

		• Power of Authority~ Annexure 6 • FirmRegistrationCertificate~Annexure7 • Affidavit of non-blacklisting by any client/ authority in India~ Annexure 8. • Authorized dealer certificate (As applicable) – Annexure 9 • Satisfactory Performance Certificate by the respective client / buyer – Annexure 10 • Declaration form in terms of GO. Ms. No. 352 on Rs. 100 non-Judicial stamp paper) – Annexure 11 • Power of Attorney and MoU for Consortium ~ Annexure 12 (if required) • Relevant brochures of the equipment.
12	**Financial Proposal**	The Applicants shall be required to submit their Financial Proposal in the format as provided in thee-tendering platform.
13	**Duration of Assignment**	The Assignment shall bevalid for a period of Two years from the date of signing the agreement with the Selected bidder.

4. PREPARATION,SUBMISSIONANDEVALUATIONOF PROPOSALS

4.1 GENERAL

a. The Applicants shall bear all costs associated with the preparation and submission of its Proposal, including site visits, required data collection, analysis, etc., as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.
b. An Applicant shall be a Legal entity. An Applicant may be a private entity, a company, a partnership firm, an LLP or a body corporate incorporated in India or as per applicable laws of the country of its origin. A consortium of 2 entities can participate in this Tender Process.

c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring proposal non-responsive.

d. AllcommunicationandinformationshallbeprovidedinwritingandinEnglishlanguageonly.

e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

4.2 PREPARATIONANDSUBMISSIONOFPROPOSALS

TendershavetobesubmittedONLINEintwopartsintheprescribedproformai.e.,TechnicalBid
Part I and Financial Bid Part II

a) Registration with e-Procurement platform: For registration and online bid submission, bidders may visit **https://tender.apeprocurement.gov.in.** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not

authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

b) Thebidderisrequestedtodownloadthetenderdocumentfromwebsiteat**https://tender.apeprocurement.gov.in** and read all the terms and conditions mentioned in the tender Document. Clarifications can be sought from the Tender Inviting Authority. Any offline bid, submission clause in the tender document shall not be considered.

c) The bidder has to keep track of any changes by viewing the addendum / corrigendum are issuedbytheTenderInvitingAuthorityfromtime-to-timeinthee-Procurementplatform.TheDepartment calling for tenders shall not be responsible for any claims/problems arising out of this.

d) The bidder shall submit his response through bid submission to the tender on e-procurement platform at **https://tender.apeprocurement.gov.in**. No offline bids shall be entertained by the Tender Inviting Authority.

e) The bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc., in thestandardformatsprescribedintheTenderdocuments,scannedandtobe submitted in the e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids except financial bid in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

Note: - All the required documents are to be arranged in the serial order, (Serial Numbers and Page Numbers should be indicated on the top right-side corner) and to be uploaded to thee-procurement web site i.e.,**https://tender.apeprocurement.gov.in**.

The following documents are to be uploaded:

- DD/BG towards EMD and DD towards Processing fee
- Signed RFP Document
- Checklist of Submissions ~ Annexure 1
- Covering Letter ~ Annexure 2
- Similar Experience towards minimum eligibility (For both OEM & Bidder as applicable) ~ Annexure 3 (All documents as mentioned in S.No.5 of Data Sheet)

- GST registration certificate and Pan card & any other certifications required under eligibility criteria ~ Annexure 4
- Financial Experience towards minimum eligibility ~ Annexure 5
- Power of Authority ~ Annexure 6
- Firm Registration Certificate ~ Annexure 7
- Affidavit of non-blacklisting by any client / authority in India~ Annexure 8.
- Authorized dealer certificate (As applicable) – Annexure 9
- Satisfactory Performance Certificate by the respective client / buyer – Annexure 10
- Declaration form in terms of GO. Ms. No. 352 on Rs. 100 non-Judicial stamp paper) – Annexure 11
- Power of Attorney and MoU for Consortium ~ Annexure 12 (if required)
- Relevant brochures of the equipment.

f) Thebiddershouldcompleteallthe processesandstepsrequiredforbidsubmission.Thesuccessful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GoAP and service provider is not responsible for incomplete bid submission by bidders. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

g) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

4.3 PREPARATION&SUBMISSIONOFHARD COPIES

After submission of bid online, the bidders are required to submit the same set of documents that are uploaded along with DDs towards EMD & Processing fee to the Tender Inviting Authority on or before the Hard copy submission due date as mentioned in the schedule of tender in this document.

The department shall not take any responsibility for any delay or non-receipt of bids.

The bidder who fails to submit the original hard copies of uploaded certificates/documents, including original DD / BG as applicable on or before the due date shall not be considered for further evaluation. The same shall be suspended from participating in the tenders on

e-procurement platform for a period of 3 years from date of bid submission.

Other conditions as per tender documents are applicable.

The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

The bids shall be made in SEALEDENVELOPE as follows:

I. Theenvelopeshallbemarkedinboldletteras"TECHNICALBID"al ongwithtitleofthe Assignment and shall include the following:

- DD/BG towards EMD and DD towards Processing fee
- Signed RFP Document
- Checklist of Submissions ~ Annexure 1
- Covering Letter ~ Annexure 2
- Similar Experience towards minimum eligibility (For both OEM & Bidder as applicable) ~ Annexure 3 (All documents as mentioned in S.No.5 of Data Sheet)
- GST registration certificate and Pan card & any other certifications required under eligibility criteria ~ Annexure 4
- Financial Experience towards minimum eligibility ~ Annexure 5
- Power of Authority ~ Annexure 6
- Firm Registration Certificate ~ Annexure 7
- Affidavit of non-blacklisting by any client / authority in India~ Annexure 8.
- Authorized dealer certificate (As applicable) – Annexure 9
- Satisfactory Performance Certificate by the respective client / buyer – Annexure 10
- Declaration form in terms of GO. Ms. No. 352 on Rs. 100 non-Judicial stamp paper) – Annexure 11
- Power of Attorney and MoU for Consortium ~ Annexure 12 (if required)
- Relevant brochures of the equipment.

4.4 SIGNING OF PROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the Applicant. They should also sign & stamp each page of the RFP. Each Applicant shall submit a Power of

Attorney as per the format at Annexure 6 duly authorizing the signatory of the Proposal to commit and bind the Applicant.

4.5 OPENINGOFPROPOSALS

a. Proposals received on or before the Bid Due Date(BDD)will only be considered for opening and evaluation. Proposal so there than the above will be summarily rejected.

4.6 EVALUATIONOFTECHNICALPROPOSAL

a. The Technical Proposals shall be opened on the date as mentioned in the schedule of tender and shall be evaluated for Minimum Eligibility Criteria as per the Data Sheet stipulated in this RFP.

b. Only those proposals meeting the Minimum Eligibility (Technical) Criteria, will be considered for further evaluation.

c. Applicantsnotmeetingtheminimumeligibilitycriteriawillbedeemed tobedisqualified and will not be considered for further evaluation. No correspondence or representation will be entertained in this regard and the Authority's decision will be final in this regard.

d. The eligible Proposals will be checked for all the mandatory documents and submissions (Mandatory Annexures and their supporting documents if any) duly signed as per the list provided above and in the prescribed formats. The Authority shall take a decision at its so lediscretion with regard to proposals without any of the said documents or documents submitted in any other form at other than the prescribed.

4.7 FINANCIALPROPOSAL

Criteria for selection of Service Provider would be the Lowest Quote (L1) as quoted by the Bidder (for each of the specified item) for the execution of the Assignment for the entire Agreement Period, upon the minimum eligibility qualification.

The bidders shall quote their rate(s) for each item / product towards their bid mandatorily (without exclusion of any item) for the subject assignment in terms of INR (Rs.) below the IBM value as given in the table below. The price shall be applicable for entire agreement period of this assignment. The price shall be inclusive of Manufacturing, Packaging, delivery (transportation), installation, warranty, insurance (as applicable) etc., and any other taxes/levies excluding GST.

Approximate Requirement:

S. No	***Item / Product***	***Unit Pack***	***Required Quantity (*Approx. Units)***	***IBM (in Rs.)***
1	*Cover slips*	*10 gm / Box*	*2000*	*107*
2	*Spirit lamp*	*Single*	*2000*	*100*
3	*Test tubes 10 ml capacity*	*Single*	*2000*	*10*
4	*Test tubes with screw cap, 10 ml capacity*	*Single*	*2000*	*66*
5	*Butter paper*	*Single*	*2000*	*6*
6	*Pasteur pipette (plastic) - 3 ml capacity*	*100 / pack*	*2000*	*140*
7	*Plastic tray (With side walls)*	*Single*	*2000*	*647*
8	*Test tube holder*	*Single*	*2000*	*29*
9	*Test tube rack- 31 places*	*Single*	*2000*	*317*
10	*Loefflers Methylene Blue - 125 ml*	*Single*	*2000*	*161*
11	*Antiseptic Disinfectant Liquid - 500 ml*	*Single*	*2000*	*215*
12	*Distilled water - 5 lit*	*Single*	*2000*	*134*

13	*Tissue paper rolls*	*Single*	*2000*	*41*
14	*Sterile swabs in PP test tubes*	*100 / pack*	*2000*	*2000*
15	*PH indicator paper booklets*	*10 booklets / pack*	*2000*	*292*
16	*Slide staining rack*	*Single*	*2000*	*418*
17	*Ketostix Reagent Strips*	*50 strips / pack*	*2000*	*360*
18	*Uristix Reagent Strips*	*100 strips / pack*	*2000*	*581*
19	*Cedar wood oil- 30 gms*	*Single*	*2000*	*850*
20	*Surgical spirit -400 ml*	*Single*	*2000*	*300*
21	*California Mastitis Test kit with paddle and reagent*	*Single*	*2000*	*900*
22	*Fields stain A – 125ml*	*Single*	*2000*	*360*
23	*Fields stain -B – 125ml*	*Single*	*2000*	*336*
24	*Formaldehyde solution – 500ml*	*Single*	*2000*	*240*
25	*Cotton Wool Absorbent – 400gms*	*Single*	*2000*	*240*
26	*Microscopic slides – 50 slides*	*50 slides/ box*	*2000*	*120*
27	*Sodium Hydroxide flakes - 500 gms*	*Single*	*2000*	*550*

*The bidder shall quote for all the above-mentioned items (27 items) mandatorily. Bidder quoted for partial no. of items (less than 27 items) shall be disqualified.

*It is to be noted that the selected bidder shall supply all the above-mentioned items (27 items) as a complete kit (in a hard carton box labeled as Disease Diagnostic Kit). The bidder shall also supply the items individually whenever required by the department and orders will be placed as individual items mentioned in the kit separately as and when required by the field institutions. The requirement would be intimated to the agency through indents. The above mentioned quantities are approximate. The required quantity may be reduced or increased depending on the field requirement.

The Financial Proposal of those Applicants who have qualified the Minimum Eligibility Criteria i.e., technical proposal will only be opened.

The LI bidder shall provide LI prices of all the 27 items individually.

******The prices quoted shall be firm and shall include all applicable taxes, duties, transportation, accommodation & stationery etc., except GST.*

4.8 CONDITIONON APPLICANTS / BIDDERS

a. Any changes and deviation of roles and responsibilities (as mentioned in Power of Attorney) after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.

b. Bidding shall be open to Bidders (which include companies, partnerships, duly registered consortiums). In case of a consortium, the lead firm / Bidder (which shall be single entity) shall be specified and fully empowered to represent the consortium. The lead member shall have a minimum stake of 26% in the consortium and other members who claim the eligible experience should have not less than 26% at all times during the project duration.

c. The following conditions for consortiums shall apply:

- A consortium contract which specifies the exact members of the consortium.
- Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members.
- The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.

- Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with the Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied in Annexure 9in this Tender Document.

- The Consortium contract shall clearly specify the exact role and responsibility of each of the consortium members.

- In case of the Selected Bidder being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Selected Bidder Contract in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the project execution Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium who claim the eligible experience would be required to hold, initially and at all times for during the duration of the project Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company.

- A member cannot be a member of more than one bidding consortium. An individual applying as a single Bidder cannot

at the same time be member of any Consortium bidding under this Tender and vice versa.

- Each member of the Consortium shall be jointly and severally liable for the due implementation of the Assignment.

- Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.

- Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Contract.

4.9 NUMBEROFCOPIESOFPROPOSAL

The Applicant shall submit one original hard copy of the technical proposal, clearly marking each "Technical Proposal – Original" as appropriate. In the event of any discrepancy between the Uploaded copy and Hard copy, the same shall be scrutinized for material deviation / fraud etc., However, in case of typo error the uploaded copy shall govern.

4.10 ANNULMENTOF AWARD

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / or the provisions of the Contract shall constitute sufficient grounds for the annulment of the award.

4.11 AUTHORITY'SRIGHTTOACCEPTORREJECTANYAND/ORALLPROPOSALS

Authorityreservestherighttoacceptorrejectany Proposalinitssolediscretion,andtoannulthe Tender Process or reject all proposals without assigning any reason whatsoever at its so ledis cretionatany time be for eissuance of a Letter of Award without incurring any liability.

5. TERMSOFREFERENCE

5.1 BACKROUND

The Director of Animal Husbandry, AP(the **DAH** or "**Authority**") intends to select an agency for Supply of Disease Diagnostic Kits (27 No. s items) for Animal Husbandry Department, Andhra Pradesh.

These items are required to be supplied at Divisional Headquarters (45 locations approx.) in the state.

5.2 SCOPEOFSERVICES

The Selected Agency shall execute the assignment as per the requirement and order(s) / indents given by the Authority for the entire agreement period based on the prices arrived pursuant to this tendering process. The list of items and their specifications are as below:

The selected Bidder shall arrange / supply 27 items required to Divisional Headquarters (45 locations approx.). It is to be noted that the selected bidder shall supply the above-mentioned items either individually or as a complete kit based on the requirement of the department. The requirement would be intimated to the agency through indents. The required quantity maybe reduced or increased depending on the field requirement.

5.2.1 Technical Specifications:

S. No	***Item / Product***	***Specifications***	***Unit Pack***
1	*Cover slips*	*The cover glass will have square / round shape, size 18 mm/ 22 mm/70 mm. Each box should have 10 gm of cover glass.*	*10 gm / Box*
2	*Spirit lamp*	*Spirit Lamp, Glass made*	*Single*

3	*Test tubes 10 ml capacity*	*Glass, 1.5 cm diameter with rim 15*125 mm – 10 ml capacity*	*Single*
4	*Test tubes with screw cap, 10 ml capacity*	*15x125mm with rim, 10ml capacity*	*Single*
5	*Butter paper*	*for wrapping of glass ware during autoclave and Dry heat sterilization.0.2mm thickness*	*Single*
6	*Pasteur pipette (plastic) - 3 ml capacity*	*Plastic-non sterile,3ml, one piece, polyethylene plastic made, Pack of 100*	*100 / pack*
7	*Plastic tray with side walls*	*Made by HDPE plastic, 65 cm x 45 cm x 21 cm (LxWxH) with handle*	*Single*
8	*Test tube holder*	*Wooden handle with iron grip*	*Single*
9	*Test tube rack- 31 places*	*Made of polypropylene, which is relatively inert chemically for 10 to 12 mm test tubes. Washable, Autoclavable, Resistant to most common acids, bases and aqueous reagents. Three rows of holes, 13 mm dia.*	*Single*
10	*Loefflers Methylene Blue - 125 ml*	*AR grade*	*Single/ 125 ml*
11	*Antiseptic Disinfectant Liquid - 500 ml*	*Should be approved by the Skin Health Alliance (UK) , product trusted by 90% doctors , unique formula that kills 99.99% germs in 10 seconds , should have 8 times better protection than common bactericidal agents.*	*Single/ 500 ml*

12	*Distilled water - 5 lit*	*For Laboratory use*	*Single/ 5 liter*
13	*Tissue paper rolls*	*Water absorbent, Size – 10 cm width, 17 mts length, weight 80gms, 2ply usable sheets*	*Single*
14	*Sterile swabs in PP test tubes*	*Medical swab, plastic stick features sterile cotton tip in poly propylene test tube with diameter 12x150 mm.*	*100 / pack*
15	*PH indicator paper booklets*	*2.0 to 5.0, 4.0 to 8.0, 9.0 to 14.0, 2.0 to 10.5 (Assorted),10 booklets / pack*	*10 booklets / pack*
16	*Slide staining rack*	*Metal frame with two rods on top hold glass slide, easily washable and rust free for 10 slides at a time*	*Single*
17	*Ketostix Reagent Strips*	*Dip and read reagent strips for urine analysis*	*50 strips / pack*
18	*Uristix Reagent Strips*	*Dip and read reagent strips for urine analysis*	*100 strips / pack*
19	*Cedar wood oil- 30 gms*	*For microscopic use*	*Single/ 30 grams*
20	*Surgical spirit -400 ml*	*AR grade*	*Single/ 400 ml*
21	*California Mastitis Test kit with paddle and reagent*	*It should contain a four well plastic paddle with 500ml reagent*	*Single*
22	*Fields stain A – 125ml*	*Ingredients: Methylene blue: 1.45 gm* *Disodium hydrogen phosphate:9.09 gm* *Azur B: 0.9190 gm* *Potassium dihydrogen*	*Single/ 125 ml*

		orthophosphate:11.36 gm Distilled water 977.20 ml	
23	*Fields stain - B – 125ml*	*Ingredients: Eosin Y 2.60 gm, Disodium hydrogen phosphate 10.0 gm, Potassium dihydrogen phosphate 12.50 gm, Distilled water 974.90 ml*	*Single/ 125 ml*
24	*Formaldehyde solution – 500ml*	*Formaldehyde solution 37 w/v*	*Single/ 500 ml*
25	*Cotton Wool Absorbent – 400gms*	*cotton wool absorbent roll 400 gms net weight*	*Single/ 400 grams*
26	*Microscopic slides – 50 slides*	*The glass slides should be made from optically clear flat glass, uniform thickness of 1.35 mm, 75 mm long and 25 mm wide. The slides have ground edges and lint free packing.*	*50 slides/ box*
27	*Sodium Hydroxide flakes - 500 gms*	*White hygroscopic sodium hydroxide flakes AR grade*	*Single/ 500 grams*

5.2.3 Scope of work for Agency / Bidder

- Providing high-quality Disease Diagnostic kits / items as per the specified requirements.
- Delivering the Items required at Divisional Headquarters (45 locations approx.) to the specified location within the agreed timeline.
- Providing documentation, including user manuals and maintenance guidelines.
- Offering ongoing support and maintenance services for a

specified period as appropriate.

- Providing high-quality Items that meet or exceed the specified specifications requirements and standards.
- Implementing stringent quality control measures throughout the manufacturing, packaging, and distribution processes to guarantee the consistent delivery of high-quality products that meet regulatory standards and customer expectations.
- Ensure that the items required at Divisional Headquarters (45 locations approx.) are not past their expiry date.
- Customizing the items required at Divisional Headquarters (45 locations approx.) as needed to meet specific requirements or preferences outlined by the Authority.
- Developing and maintaining an efficient inventory management system to track stock levels, monitor expiration dates, and prevent shortages or overages of essential items.
- Providing detailed specifications and descriptions of the items to ensure clarity and transparency.
- Carry out a thorough inspection of delivered items to ensure they are delivered correctly.
- Providing detailed user manuals for each item, including step-by-step instructions for use, maintenance, and troubleshooting.
- To ensure the availability of a replacement for any item that is broken or defective.
- Providing regular progress reports to the Authority during the delivery.
- Addressing any issues or concerns raised by the Authority or users promptly.
- Ensuring the delivery as per the indented timelines.
- Communicating any risks or changes in the project timeline to the Authority in a timely manner.

- Obtaining any necessary permits or approvals required for the delivery and use of the items.
- Providing a warranty for the items covering defects in materials for a specified period.
- Ensuring that the materials and processes used in the production of the items are environmentally friendly and safe.
- The bidder shall also supply the items individually whenever required by the department and orders will be placed as individual items mentioned in the kit separately as and when required by the field institutions.

5.3 DELIVERABLES, TIMELINES AND PAYMENT SCHEDULE

The Assignment shall be valid for a period of Two years from the date of signing the agreement with the selected bidder.

The payment towards the order supplied shall be done within 45 days from the date of supply, installation, demo & training and issue of invoice by the agency as per the T&C of this RFP after the approval of Authority as authorized by the Authority subject to the availability of budget and releases from the Government.

The supplier is wholly responsible for the delivery of items / products as per the indents raised from time to time.

The indented items / products should be supplied with in Thirty (30) days from the date of placing of indent in entirety, failing which the order shall be deemed as cancelled and action will be initiated against approved supplier which includes forfeit of Security Deposit and blacklisting the Firm. The purchases would be made from other approved suppliers for the same approved rate.

If the supplied items are found / declared to be substandard, such consignment will be deemed to be rejected. If any material supplied by the bidder(s) is partially or wholly used or consumed after supply and is

subsequently found to be not as per specifications, inferior in quality or description or are otherwise faulty, then the cost of such product will be recovered from the bidder, if the payment had already been made, in addition to penalty for the entire consignment.

- No advance payment of any kind for supplies shall be entertained. No extra payment for transport er packaging will be made by the Department.
- The payment will be made through the Department of Animal Husbandry. The Authority shall not pay any interest for the delay of payments if any.
- The decision of Director of Animal Husbandry department, A.P., Vijayawada or any officer duly authorized by him shall be final with regard to acceptability of the item supplied and plea for assigning any reasons for rejection will not been tertained.
- The indenting officer reserves the right to hold the payment if the stock is not supplied with in the time specified in the work order / indent or if the supplied stock is not as per specifications and satisfactory performance as per the RFP or if the stock is damaged or misplaced during transport.
- The Director, Animal Husbandry department, A.P., Vijayawada or any officer so assigned by the Director for this purpose shall be the indenting officer.
- The indenting officer reserves the right to get the supplied stock verified and tested by the competent authority whether all the specifications mentioned in the tender are fulfilled. If any deviation is found all the stock of the respective work order / indent will be rejected and the payment will be withheld.

5.4 EARNESTMONEYDEPOSIT(EMD)

It is mandatory for all the participating bidders to pay are fundable EMD of Rs. 1,90,580/- (in terms of INR)drawn from any Nationalized / Scheduled bank in favor of "Director of Animal Husbandry department, A.P"., Vijayawada by way of DD/BG payable at Vijayawada.

a. Except for the exemptions availed as per Data Sheet, Bids submitted without EMD shall be disqualified.

b. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the selected bidder will be returned without any interest, after receipt of performance security as per the terms of agreement.

c. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in anyrespectwithintheperiodofvalidityofitstenderorifitcomestonotice thattheinformation /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be for feited without pre judice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

5.5 PERFORMANCESECURITY

The performance security of 2.5% of the Final Bid value (in terms of INR) to be paid by the Selected /Successful Bidder / Agency (to be renewed and be valid at all times till the completion of the assignment) so as to execute the assignment, shall be submitted in the form of Bank Guarantee / DD in the specified format Within 15 days from the data of receipt of notification of award which shall be one among the condition precedents for signing the Service provider agreement with the Authority.

The Performance Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the tender Documents or otherwise, under the following conditions:

In the case of Selected Agency/Selected Bidder, if it fails to fulfill the assignment as mentioned in the ToR of this RFP.

In the case of Selected Agency/ Selected Bidder, if it fails to execute the Assignment as per the deliverables agreed with the Authority in the agreement.

5.6 PENALTIES:

5.6.1. Delays in delivery:

In case of any delay in execution of the Purchase Order beyond stipulated date of delivery, including any extension permitted in writing, the Authority reserves the right to recover from the Supplier a sum equivalent to 1% of the value of delayed Goods for each week of the delay and part there of subject to a maximum of 10% of the total value of the Purchase Order.

5.6.2. In case of delay beyond reasonable limit, the Authority reserves the right to purchase/lease the Good/equipment from elsewhere at the risk and cost of the Supplier and recover all such extra cost incurred by the Authority from the payments to be made to the Supplier.

5.6.3. The Supplier hereby undertakes to keep the Authority informed on regular basis, if it supplies the same Product / similar Product (Goods) to any other government departments across India. It further undertakes that, if the Products / goods are supplied to any other government department across India at price lesser than the price currently being offered to the Authority (under this Agreement), the Supplier shall ensure that, the subject goods shall be supplied to Authority at such price being offered with respect to the government department(s) across India. It is further agreed that, price of all the Products / goods that are already supplied under this agreement shall be revised to the new price (lesser price), and the monies already paid shall be adjusted in the subsequent payments.

6. FORMATSFORSUBMISSIONOFPROPOSAL

(Annexures)

Annexure1

Format for

CHECKLISTOFSUBMISSIONS

Sl No.	Enclosures to the Proposal	Status (Submitted/Not Submitted)	Remarks
1.	DD/BG towards EMD& DD towards Processing fee		
2.	Signed RFP Document		
3.	Covering Letter(Annexure2)		
4.	Similar Experience towards minimum eligibility (For both OEM & Bidder as applicable) (Annexure 3) (All documents as mentioned in S.No.5 of Data Sheet)		
5.	GST registration certificate and Pan card & any other certifications required under eligibility criteria (Annexure4)		
6.	Financial Experience towards minimum Eligibility (Annexure 5)		
7.	Power of Authority(Annexure6)		
8.	FirmRegistrationCertificate~Annexure7		
9.	Affidavit of non-blacklisting by any client/authorityin India(Annexure 8)		

10.	Authorized dealer certificate (As applicable) – (Annexure 9)		
11.	Satisfactory Performance Certificate by the respective client / buyer (Annexure 10)		
12.	Declaration form in terms of GO. Ms. No. 352 on Rs. 100 non-Judicial stamp paper (Annexure 11)		
13	Power of Attorney and MoU for Consortium ~ Annexure 12 (if required)		
13.	Relevant brochures of the equipment.		

Annexure2

Format for

COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

To, Date:
THE DIRECTOR OF ANIMALHUSBANDRY (DAH),
LABBIPET, VIJAYAWADA-520010
ANDHRAPRADESH

Sub: " **Selection of Agency for Supply of Disease Diagnostic Kits** (27 No.s Items) **for Animal Husbandry Department, Andhra Pradesh**"

This is with reference to your RFP Document dated_____,I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Agency for Supply of Disease Diagnostic Kits(27 No.s Items) for Animal Husbandry Department, Andhra Pradesh (the "Agency") for the subject assignment. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Director, Animal Husbandry, Vijayawada (the Authority) will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Annexures are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Agency for the a fore said assignment.

4. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and here by waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) We have examined and have no reservations to the RFP Document, including any Addendum issued by Authority;

(b) I / We do not have any conflict of interest as mentioned in the RFP Document;

(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP Document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by are gulatory authority which would cast a doubt on our ability to undertake the assignment or which relates to agraveoffence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and

integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority (and/ or the Government of India) in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned assignment.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the BDD specified in the RFP.

14. In the event of my/our firm being selected as the Agency for subject assignment, I/we agree andundertaketoprovidetheservicesinaccordancewiththeprovisionsoftheRFPandthattheTeamLeader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that we shall have not claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of agency assignment.

16. The Technical and Financial Proposals are being submitted along with Annexures to prove our financial details. The contents provided in this regard shall be binding on us.

17. I/WeagreeandundertaketoabidebyallthetermsandconditionsoftheRFPDocument.Inwitnessthereof,I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yoursfaithfully,

(Signature,name and designation of the authorized signatory)
(Nameand sealofthe Applicant)

Format *for*

APPLICANT'SEXPERIENCE

Annexure3

Details of Assignment (s) executed

As per the bidding eligibility criteria mentioned in the data sheet

Year	Name of Assignment	Client /Organization Details	Material Details	Location	Items / Products Supplied (Inunits)	Document Enclosed as Proof of Experience*

Note: Bidder / Agency needs to submit all other documents pertaining to eligibility criteria as mentioned in the data sheet.

(**Tables to be added by the bidder if required)Signature

Name_____

Designation_____

Company_____

Date_____

Notes

Annexure4

Format for

GST registration certificate and Pancard & other required certificates as per the eligibility criteria

*(*Signature of the Key Expert/ Authorized Signatory)

Place.....

ANNEXURE5

In support of Minimum Eligibility Criteria

Format for

FINANCIALSUMMARYDATA

TURN OVER RELATED DATA **(***All figures in INR Crores)*

Description	**Yr 01**	**Yr 02**	**Yr 03**
Revenue from similar subject projects/assignments			
(add) Other Revenue			
Total Turnover			

Financial Year: 1st April to 31st March or the particular accounting year followed and audited.

(**Audited CA certificate stating the turnover of the bidder / agency (as applicable) shall be submitted as per Data sheet)**

DIN No.:

`Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports
2. The annual Turnover & Net worth data should be certified by a practicing Charted Accountant.

SIGNATURE_____
NAME_____
DESIGNATION _____

COMPANYSEAL

COMPANY_____
DATE _____

ANNEXURE6

Format for

POWEROFAUTHORITYTOBIDSIGNATORY

(OnaNon-JudicialStampPaperofRs.100duly attested by notary public)

Know all men by these presents, We,_____,a company/firm registered under _____And having its Registered Office at_____do hereby constitute, nominate, appoint and authorize_____and presently residing at_____as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for_____including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information/ responses to the Director Animal Husbandry, Vijayawada(the "Authority"),representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to bedone by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers here by conferred shall and shall always be deemed to have been done by us.

INWITNESSWHEREOFWE,…….THEABOVE-NAMEDPRINCIPALHAVEEXECUTEDTHIS POWER OF ATTORNEYONTHIS……. DAY OF ....., 2024

For…….

(Signature, name, designation and address)

Witnesses:

1.

2.

Notariz
edAcce
pted

……

(Signature, name destination and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required of Attorney should be executed on a Non-Judicial stamp paper of Rs 100/- (one hundred) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the documents will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries aconforming Apostille certificate.

ANNEXURE 7

FIRMREGISTRATIONCERTIFICATE

ANNEXURE8

AFFIDAVIT OF NON-BLACK LISTING BY ANY CLIENT/ AUTHORITY IN INDIA

(on Rs. 100 non-Judicial stamp paper duly attested by notary public)

ANNEXURE 9

Format for AUTHORISED DEALER CERTIFICATE

(To be produced by bidder in case of Authorized Agency dealer)

Date: _____

To,
THE DIRECTOR OF ANIMAL HUSBANDRY(DAH),
LABBIPET, VIJAYAWADA-520010
ANDHRAPRADESH

Sub:" **SELECTION OF AGENCY FOR SUPPLY OF DISEASE DIAGNOSTIC KITS** (27 NO.S ITEMS) **FOR ANIMAL HUSBANDRY DEPARTMENT, ANDHRA PRADESH"** as follows:

Name of the Item/Service	
Bid Reference Number:	
Bid Date:	

Dear Sir,

We, _____the manufacturers of _____having corporate office located at _____and plant / unit at _____ do hereby authorize _____, having address at _____

_____

_____to submit bid, negotiate and sign the contract with you for the items required as per the subject Bid Document/RFP and manufactured by us against the above-mentioned Bid Document/RFP. We have an experience of manufacturing _____for more than years.

We also certify that the Products offered by the Authorized dealer/Agency/Supplier as part of the bid shall be supplied by us as per the characteristics and requirement for the entire agreement period as mentioned in the RFP document. We agree & acknowledge that the liability of supplying the required quantity as per theindentsraisedbytheAuthorityisalsobindingonustoenablethedealer/Agency/ Suppliertosupplythesame. We understand that the approximate

requirement is_____and we also acknowledge that we _____ have the capacity to manufacture and produce the same for the entire contract period. We will provide after sales support and service for the products supplied by us.

We hereby extend our guarantee and warranty as per tender clauses for the items offered for supply by the above firm against this Bid Document/RFP.

Yours faithfully,

(Manufactures authorized signatory)

ANNEXURE 10

SATISFACTORY PERFORMANCE CERTIFICATE

(BY THE RESPECTIVE CLIENT / BUYER)

ANNEXURE 11

DECLARATION FORM IN TERMS OF GO. Ms. No. 352
(On Rs. 100 non-Judicial stamp paper duly attested by notary public)

ANNEXURE 12

Format for

POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM

(To be executed on Stamp paper of appropriate value ***duly attested by notary public****)*

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. …… Limited, a company incorporated under the Companies Act, 1956/2013and having its registered office at …… (here in after referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. …… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

   The above-mentioned parties of the FIRST, SECOND, PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

The Director of Animal Husbandry, Vijayawada, Andhra Pradesh has invited applications from interested agency(s) for "Selection of Agency for Supply of Disease Diagnostic Kits (27 No.s Items) for Animal Husbandry Department, Andhra Pradesh**"** (hereinafter referred to as "the Assignment"),

Whereas, the members of the consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

(B) The Parties are keen to jointly bid for the Assignment as members of a Consortium and in accordance with the terms and conditions of this Tender document and other bid / Tender Documents in respect of the Assignment, and

(C) It is a necessary condition under this Tender Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under this Tender Document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Assignment.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Assignment, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidders and awarded the Assignment, it shall enter into the joint bidding agreement with the form and manner and execute the MoU / MoA / Concession Agreement (CA) (pursuant to the selection as per the T&C of this Tender) with the Authority.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

1. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all

Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of CA;

2. Party of the Second Part shall be {the Member of the Consortium;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to and in accordance with the terms of this Tender Document, till the signing of CA.

6. Shareholding in the Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

a. First Party:
b. Second Party:

6.2 The Parties undertake that, a firm claiming eligibility for the entire agreement period from the date of execution of the agreement / work order, a minimum of (i) 26% (twenty-six per cent) each of the subscribed and paid-up equity share capital of the consortium; whose Technical and Financial Eligibility have been reckoned for the purposes of qualification of Bidders for the Assignment.

6.3 The Parties undertake the lead member of Consortium and the member claiming experience under eligibility shall, for the entire agreement period from the date of execution of the agreement / work order, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid-up equity of the consortium as per section 2.3 of this Tender Document.

6.4 The Parties undertake that replacement of any Member of the Consortium shall be as per the provisions of the applicable laws of Republic of India and the Tender Document.

6.6 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement & the subject RFP.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

a. require any consent or approval not already obtained;

b. violate any Applicable Law presently in effect and having applicability to it;

c. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

d. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

e. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently

affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the signing of the Agreement / Work Order, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Assignment / Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidders.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND
For and on behalf of LEAD MEMBER by:	SECOND PART
(Signature) (Name) (Designation (Address)	(Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED